

CITY OF HOUSTON

Annise D. Parker

Mayor

P.O. Box 1562
Houston, Texas 77251-1562

Telephone – Dial 311
www.houstontx.gov
<http://purchasing.houstontx.gov>

August 7, 2015

Mr. Van Tran, C.B. O.
Vice President – Facilities Division
Bureau Veritas North America, Inc.
1000 Jupiter Road, Suite 800
Plano, TX 75074

Subject: Notice to Proceed

Re: 1) City of Houston Contract No. 4600013320 for the Purchase of Inspection Services for Waterline Rehabilitation for the Department of Public Works and Engineering.
2) Project No. S50 – L25311E

Dear Mr. Tran:

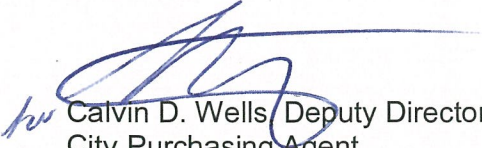
This will serve as your Notice-to-Proceed on the City of Houston Contract No. 4600013320 passed by the Houston City Council on August 5, 2015, Motion Number 2015-0538. The Contractor shall begin work on this contract at 12:01 a.m. on August 20, 2015 and shall continue to provide the services specified therein until expiration of the initial contract term on August 19, 2020.

This contract was awarded for an amount not to exceed \$3,500,000.00

Attached is your copy of the signed Harris County Department of Education Contract, City of Houston Scope of Work, Technical Specifications and signed Proposal. You will find therein the contract and ordinance numbers. The City of Houston Contract (4600013320) and Motion (2015-0538) numbers must be used on all invoices and correspondence relating to this contract or work accomplished under this contract.

If you have any questions regarding this contract, please contact Art Lopez at 832-393-8731.

Sincerely,


Calvin D. Wells, Deputy Director
City Purchasing Agent

Attachment: City of Houston Contract Number 4600013320

cc: DPU David Guernsey

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

- A. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Construction Project Manager.
- B. "City" is identified in the preamble of this Agreement and includes its successors and assigns.
- C. "City Personnel" means all City employees, but not elected officials.
- D. "Construction Cost" means the direct actual cost to the City of all construction contract items for a Work Order, including labor, materials, and equipment (if applicable) required for a Work Order and reflected by the actual construction contract(s), but excluding: (1) fees or other costs of engineering and/or program/construction management and related services, (2) the cost of land and rights-of-way, (3) the City's administrative expenses, and (4) cash allowances included in the construction contract that do not require design services of the Engineer or other service of the Construction Project Manager.
- E. "Construction Documents" means all of the graphic and written information prepared or assembled by an Engineer for communicating the design and for the bidding and construction of a Project.
- F. "Consultant" means the professional Consultant or other entity subcontracted by Construction Project Manager to provide a portion of the Construction Project Manager's services required under this Agreement.
- G. "Consultant Subcontract Cost" means the ordinary and reasonable cost of Consultant subcontracts made by Construction Project Manager and approved by the Director for the principal purpose of obtaining the professional services of others in connection with the performance of any service under this Agreement.
- H. "Construction Project Manager" is identified in the preamble of this Agreement and includes its successors and assigns.
- I. "Construction Project Manager's Fee":
 - 1. Raw Salary: The actual cost of annual base salary (excluding bonuses) divided

by 2080 of an employee of Construction Project Manager for each hour during which such employee is actively performing services of benefit to the City and directly related to the Project. Maximum raw salary rates by employee category for the duration of the Agreement are shown in Exhibit "A".

2. Raw Salary Multipliers:

- 2.65 for field personnel (submitting reports to City directly) times a factor of 1.5 for nonprofessional hours worked by an individual over 40 hrs/wk;
- 2.70 for field personnel (submitting reports through Engineer) times a factor of 1.5 for nonprofessional overtime hours worked by an individual over 40 hrs/wk;
- 2.75 for nonprofessional staff located at City offices;
- 2.85 for professional staff at City offices; and
- 3.00 for professional and nonprofessional staff located at the Construction Project Manager's offices.

The Raw Salary Multiplier (when applied to Raw Salary) includes all payment due Construction Project Manager for Raw Salary, salary burdens, benefits, insurance, payroll taxes, bonuses, overhead profit and clerical and management support, vacations, holidays and non-productive time of all kinds. The categories of service for which Raw Salary are payable are set out in Exhibit "A." All other categories of service are treated as overhead and are a part of Raw Salary Multiplier. Payments to contract personnel and personnel employed through employment agencies are not subject to enhancement by the Raw Salary Multiplier.

J. "Countersignature Date" means the date shown as the date countersigned by the City Controller on the signature page of this Agreement.

K. "Director" means the Director of the Department of Public Works and Engineering, or the person he or she designates in writing.

L. "Documents" means notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any

modifications or improvements to them) that Construction Project Manager prepares or provides under this Agreement.

M. "Engineer" means an engineering firm which has been selected by the City and under contract with the City to design a whole or portion of the Project.

N. "Parties" mean all the entities set out in the preamble of this Agreement who are bound by this Agreement.

O. "Project(s)" identified in the title of this Agreement. The Project may be divided into several subprojects.

P. "Reimbursable Expenses" are limited to the following: (1) the ordinary and reasonable cost of copying, printing (other than for Construction Project Manager's internal use), postage, delivery services, cellular and long distance telephone calls incurred by the Construction Project Manager in the course of its performance of services under this Agreement, (2) the ordinary and reasonable costs of travel including meals and lodging to and from points outside of Houston by representatives of the Construction Project Manager, not to exceed the amounts established under the City's then current travel reimbursement policy for its employees, if such travel is reasonably necessary to accomplish a task for the Project and authorized by the Director in writing, (3) permit fees for permits that the Director requests the Construction Project Manager to obtain for the City; and (4) any sales tax Construction Project Manager is legally required to pay for Reimbursement Expenses.

Q. "Work Order" means an individual project assignment, with a defined scope of services, time of performance, and agreed lump sum issued by the Director to the Construction Project Manager under this Agreement.

III. DUTIES OF CONSTRUCTION PROJECT MANAGER

A. SCOPE OF SERVICES

1. Services in General

- a. In consideration of payments specified in this Agreement, Construction Project Manager shall provide all labor, material, and supervision necessary to perform the professional construction administration and

management services, construction inspection services, and supplemental activities described in this Agreement and in the Work Orders.

b. It is understood that pursuant to this Agreement the Director shall issue one or more Work Orders to the Construction Project Manager for individual construction management and inspection assignments within the scope of the Project definition. Within 14 days of a request by the Director, Construction Project Manager shall provide the City with a written work plan that describes the following:

- (1) Tasks to be accomplished for the Work Order,
- (2) The personnel who will accomplish the tasks,
- (3) The time of completion for each task, and
- (4) Detailed and scheduled fees for the Work Order including a breakdown of man hours with the corresponding Raw Salary and classification, estimated quantities and costs for Reimbursable Expenses, and Consultant Subcontract Costs.

The work plan shall be submitted to the Director for approval. Upon approval of the work plan, and agreement on a lump sum amount, the Director shall issue a Work Order. The Work Order shall set out:

- (1) Scope of Services,
- (2) Time of Performance,
- (3) The agreed lump sum amount which will be deducted from the first invoice, and
- (4) No. of Construction Manager Employees required.

The Construction Project Manager may not begin work until the Director has issued a Work Order. The Director may request a change to a Work Order at any time. In such event Construction Project Manager may submit a revised work plan that includes the same information as above for the requested changes. Construction Project Manager may not begin work on any changes to a Work Order until the Director issues a revised Work Order with a revised agreed lump sum.

2. Construction Administration and Management Services

Upon request by the Director the Construction Project Manager shall perform the following services for a Work Order:

- a. Receive, track, coordinate, record, and respond to all submittals required by the construction contract. Coordinate review of laboratory, shop, and mill tests of material and equipment, and all submittals requiring technical review, with the Engineer of Record for general conformity with Construction Document requirements and report to the Director in writing on such matters.
- b. Discuss design clarifications and recommendations with the Director to assist the City in resolving field problems relating to the construction. Prepare requests for proposals for design revisions and additions that may be needed or desired to accomplish the overall project. Evaluate proposals by the construction contractor in response to such requests.
- c. Perform together with the City's representatives, observations of the construction site to determine the dates of substantial and final completion of the work. Construction Project Manager shall make a recommendation to the Director as to the work meeting the criteria for substantial and final completion.
- d. Observe the construction site, together with the Director no less than 30 days and no more than 45 days before the expiration of the correction period established by the Construction Documents. Further, the Construction Project Manager within 14 days after such observation, shall furnish the Director with a written report enumerating items that require repair or replacement as provided under the correction period provisions of the Construction Documents.
- e. Prepare and maintain an overall schedule for efforts of the Construction Project Manager. A Work Order master schedule, (independent from but based on the construction contractor's schedule) shall indicate duration, responsibility, and sequencing for major construction activities. Establish

- overall duration, identify critical activities, and monitor and report the status of key decisions and issues influential to the progress of the work.
- f. Prepare the final estimate within two weeks after final inspection.
 - g. Prepare and process the closeout "RCA" within 45 days after approval of the final estimate by construction contractor.
 - h. Review and provide recommendations regarding the proposed construction schedule and updates thereof submitted by the construction contractor.
 - i. Assist the City in conducting preconstruction and routine progress meetings, and record and distribute records of the meetings.
 - j. Prepare and distribute as required, monthly status reports to include budget information, current estimates of Construction Cost and schedule, obligations and action items required, status of change orders, anticipated change orders, expenditures and estimated cost at completion, construction contractor payment reports, cash flow projection of City's expenditures, and other information necessary to define the current Work Order status.
 - k. Receive, track, coordinate, record, and respond to all requests for information from the construction contractor. Coordinate all requests that require technical review and response from the Engineer of Record and address contractual implications of such technical clarification in the response to the construction contractor.
 - l. Prepare and recommend construction-contract change orders. Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders. Evaluate and negotiate proposals as authorized by the Director and make recommendations regarding change orders to the Director.
 - m. Monitor the construction contractor's conduct of required testing to assure, in the Construction Project Manager's professional opinion, that required testing is performed, secure and distribute (or cause to be distributed) information from the testing laboratories to the City regarding necessary field and laboratory tests, and review the results of the tests with the City

for compliance with the Construction Documents.

- n. Collect all records, certificates, guarantees, warranties and releases required from the construction contractor(s) and transmit to the Director as required. Maintain a file for transmittal to the Director at the completion of a Work Order.
- o. Assist the City with the analysis and defense of claims relating to a Work Order and maintain Work Order records to support this effort.
- p. Assist the City in the completion and acceptance procedures and tests required for a Work Order.
- q. Administer the construction contract as assigned by a Work Order, work to achieve timely completion of the construction of the Work Order, process submittals, and coordinate activities of the construction contractor.
- r. Provide advice, reviews, and assistance to the City and the Engineer in connection with all queries, actions, or communications that the construction contract and the construction contractor's performance would pose for the City for construction under a Work Order.
- s. Assist City by coordinating as required with utility corporations and governmental agencies regarding crossings, closings, and relocations when construction contract work does not provide for actual field conditions and adjustments are necessary to proceed with the construction project. These shall include but not be limited to: railroads, transit lines, power companies, telephone companies, gas line corporations, adjacent municipalities, county agencies, water supply and sewerage districts, drainage and levee districts, and other local public entities.
- t. Perform review, coordination, and liaison work between City and Engineers, and interested public or private entities to achieve efficiency and continuity for a Work Order.
- u. Provide constructability review of and input to proposed changes in the construction project as necessary.
- v. Coordinate or monitor compliance of construction contractor regarding

required permits and relevant laws.

- w. Provide project management and administration for performance of the above defined tasks to accomplish the goal of coordinating and expediting the completion of all Work Orders.
- x. Familiarization with studies, reports, etc., prepared in advance of construction contract as assigned by a Work Order.
- y. Review of working drawings and specifications related to the Project design where appropriate.
- z. Provide advice and consultation concerning such working drawings and specifications, including particularly their adequacy, accuracy, and constructability.
- aa. Conduct meetings that include the Director, Engineer, and others prior to and during the construction phase of the Project and coordinate the above-mentioned parties.
- ab. Participate in Monthly Contract Progress Meeting conducted by the Director to discuss progress of the contract and MWBE Goal utilization Plan.
- ac. The Construction Project Manager Administrative Staff shall perform the following functions:
download construction site photos from Inspectors into the PWE X:
Drive on a daily basis by 11:00 a.m., rename and upload photos into the PWE IMS system on a daily basis, create work orders for exercising Valves by the Construction Project Manager Valve Men and Inspectors on a daily basis, and maintain Staff's time record and other documents as required by the Director.

3. Construction Inspection Services

The Construction Project Manager shall perform professional construction inspection services for a Work Order. Such services shall consist of technical, on-site inspection of the materials, structures, equipment and workmanship and methods used by the construction contractor to verify that a Work Order is constructed in compliance with the Construction Documents and according to good construction practices.

Construction Project Manager shall observe and report to the Director if in the Construction Project Manager's professional opinion the construction contractor is using or professing to use construction methods that may adversely affect the finished work. However, conduct of construction contractor's safety program as well as selection of construction contractor's means and methods shall remain the exclusive responsibility of the construction contractor. The construction inspection services shall include the following:

- a. Provide on-site observation of the progress and quality of work for the construction contract. Advise the construction contractor and the City of any observed deviations from the Construction Documents in a timely manner to minimize delay in the progress of the work.
- b. Inspect and observe the construction contractor's activities to verify that the work complies with the Construction Documents. Notify the Director and the construction contractor if the construction contractor's work is not in compliance with Construction Documents including all addendums and change orders and notify the Director of any failure of the construction contractor to take measures to place such work in compliance.
- c. Inspect and observe the materials and equipment being incorporated into the work to verify in the Construction Project Manager's professional opinion that they are handled, stored and installed properly and adequately and are in compliance with the Construction Documents. Report to the Director regarding these activities.
- d. Identify problems encountered in accomplishing the work and recommend the appropriate action to the Director for resolution of problems to minimize impact on timely completion of the work.
- e. Attend and participate with the City and the construction contractor(s) in all routine meetings and inspections as set forth in the construction documents and special meetings when reasonably requested by the Director. Assist the City in responding to impacts and concerns of construction on citizens.
- f. Prepare and submit a report of daily construction activities. Maintain a

- daily progress diary to record work performed and significant job events.
- g. Assemble and maintain notes, comments, sketches and supportive data relative to a Work Order in order to facilitate the revisions of tracings to conform to the construction records. Provide a copy of the daily progress reports to the Director.
 - h. Verify the quantities contained in the construction contractor's pay request and make recommendations to the Director regarding payment of periodic and final requests for payment.
 - i. The Construction Project Manager shall report by calling to the Director repair and restoration updates at least twice a day.
 - j. The Construction Project Manager shall return all site paper work and reports as indicated in paragraph f. above on a daily basis.
 - k. The Construction Project Manager shall carry documents needed to perform work at the site: these documents and reports are not limited to: Pay Item List, current contract document, construction routes, status report, a camera to take digital photos at work site and required specifications.
 - l. The Construction Project Manager shall report valve test cut activities to the Director at least two times a day.
 - m. The Construction Project Manager shall perform valve surveillance and exercise at least 16 valves per day.
 - n. The Construction Project Manager shall remain at the repair site all the time with the contractor until customer water service is restored. If the Construction Project Manager has to leave the site, he should first report to the Director and stay at the site until the Director's staff arrived at the site.
 - o. The Construction Project Manager shall maintain good customer relation while working at the site.
 - p. The Construction Project Manager must have an easily visible identification badge on his body while working at the site. The badge shall include a photograph and name of the Construction Project Manager.

4. Supplemental Activities

The Construction Project Manager shall perform supplemental activities not defined above but necessary and related to the purposes of this Agreement as authorized in writing by the Director. The Construction Project Manager may receive a written description of each activity from the Director, review its requirement, and submit a proposed not-to-exceed amount to perform such services. The Construction Project Manager shall not proceed on any supplemental activity unless the Director has approved the not-to-exceed amount and authorized the Construction Project Manager to proceed.

If authorized by the Director as a supplemental activity the Construction Project Manager shall cooperate fully with surety's representative in the event of contractor default and permit surety to copy all relevant documents at surety's expense.

B. COORDINATE PERFORMANCE

Construction Project Manager shall coordinate its performance with the Director and other persons that the Director designates. Construction Project Manager shall promptly inform the Director and other person(s) of all significant events relating to its performance under this Agreement.

C. REPORTS

Construction Project Manager shall promptly submit all reports, progress updates to include daily construction inspection reports, reports on all meetings established by the construction documents, monthly progress reports, and weekly updates to the City's project management information system for required project information.

D. PAYMENT OF CONSULTANTS

Construction Project Manager shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement.

CONSTRUCTION PROJECT MANAGER SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONSTRUCTION

PROJECT MANAGER'S FAILURE TO MAKE THESE PAYMENTS. Construction Project Manager shall submit disputes relating to payment of Minority and Women Business Enterprises (MWBE) Consultants, if any, to arbitration in the same manner as any other disputes under the MWBE subcontract.

E. PERSONNEL OF THE CONSTRUCTION PROJECT MANAGER

Construction Project Manager shall submit in writing all prospective personnel and Consultants to Director for approval. Construction Project Manager shall replace any of its personnel or Consultants whose work product is deemed unsatisfactory by the Director.

F. INSURANCE

Construction Project Manager shall maintain in effect certain insurance coverage, which is described as follows:

1. Risks and Limits of Liability

Construction Project Manager shall maintain the following coverage and limits of liability:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none">▪ Bodily Injury by Accident \$100,000 (each accident)▪ Bodily Injury by Disease \$100,000 (policy limit)▪ Bodily Injury by Disease \$100,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence, and \$1,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability Coverage	\$1,000,000 per claim/aggregate

Aggregate Limits are per 12-months policy period unless otherwise indicated.

EXHIBIT "A"

RAW SALARIES

Pursuant to Section II.I of the Agreement the following table represents the classifications and hourly raw salary rates of personnel the Construction Project Manager anticipates will be directly engaged on the Project.

<u>CLASSIFICATION</u>	<u>MAXIMUM RAW SALARY RATE</u>
Project Manager	
Senior Inspector	
Inspector	
Valve Man	
Administrative Staff	

M/WBE SUBCONTRACT TERMS

NOTICE OF INTENT

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY

TO: City of Houston
Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER
NOTICE OF INTENT

Contract Bid Number: S50-L25311E

Bid Title: Purchase of Inspection Services for Waterline Rehabilitation for the
Department Public Works and Engineering

Maximum Contract Amount: \$3,500,000.00

M/WBE Participation Amount: 24% of \$3,500,000.00 = \$840,000.00

1. ASV Consulting Group, Inc. agrees to provide Construction Inspections
Name of Minority/Woman Business Enterprise in connection with the above-named contract and Bureau
Veritas North America, Inc. as: Name of Prime Contractor
 - (a) _____ an Individual
 - (b) _____ a Partnership
 - (c) ✓ _____ a Corporation
 - (d) _____ a Joint Venture
2. _____ (Name of Woman Business Enterprise) status is confirmed by the
M/WBE Directory made available through the City of Houston's Department Office of Business Opportunity.
3. Bureau Veritas North America, Inc. and ASV Consulting Group, Inc.
(Name of Prime Contractor) (Minority Business Enterprise)
intend to work on the above-named contract in accordance with the M/W/DBE Participation Section of the City
of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

[Signature]
Signed-Prime Contractor

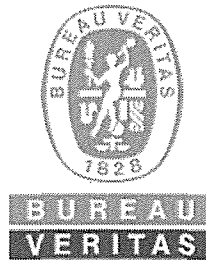
Vice President
Title

May 28, 2015
Date

[Signature]
Signed-Minority/Women Business Enterprise

Owner / President
Title

06/02/2015
Date



May 7, 2015

via email: sandeep.aggarwal@houstontx.gov

City of Houston
Sandeep Aggarwal, P.E.
Managing Engineer, Drinking Water Operations
7000 Ardmore
Houston, TX 77054

Subject: Construction Inspection Services

Dear Mr. Aggarwal:

Bureau Veritas North America, Inc. (BVNA) is pleased to submit this proposal to conduct Construction Inspection Services for the City of Houston.

The following sections present our scope of work and fees for completing the project.

SCOPE OF WORK

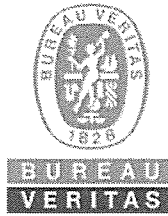
The Construction Project Manager shall perform professional construction inspection services for a Work Order. Such services shall consist of technical on-site inspection of the materials, structures, equipment and workmanship and methods used by the construction contractor to verify that a Work Order is constructed in compliance with the Construction Documents and according to good construction practices. Construction Project Manager shall observe and report to the Director if in the Construction Project Manager's professional opinion the construction contractor is using or professing to use construction methods that may adversely affect the finished work. However, conduct of construction contractor's safety program as well as selection of construction contractor's means and methods shall remain the exclusive responsibility of the construction contractor. The construction inspection services shall include the following:

- a. Provide on-site observation of the progress and quality of work for the construction contract. Advise the construction contractor and the City of any observed deviations from the Construction Documents in a timely manner to minimize delay in the progress of the work.
- b. Inspect and observe the construction contractor's activities to verify that the work complies with the Construction Documents. Notify the Director and the construction contractor if the construction contractor's work is not in compliance with Construction Documents including all addendums and change orders and notify the Director of any failure of the construction contractor to take measures to place such work in compliance.
- c. Inspect and observe the materials and equipment being incorporated into the work to verify in the Construction Project Manager's professional opinion that they are handled, stored and installed properly and adequately and are in compliance with the Construction Documents. Report to the Director regarding these activities.
- d. Identify problems encountered in accomplishing the work and recommend the appropriate action to the Director for resolution of problems to minimize impact on timely completion of the work.

Bureau Veritas North America, Inc.

1000 Jupiter Road, Suite 800
Plano, Texas 75074

Main: (800) 906.7199
Fax: (800) 910.8284
www.us.bureauveritas.com



- e. Attend and participate with the City and the construction contractor(s) in all routine meetings and inspections as set forth in the construction documents and special meetings when reasonably requested by the Director. Assist the City in responding to impacts and concerns of construction on citizens.
- f. Prepare and submit a report of daily construction activities. Maintain a daily progress diary to record work performed and significant job events.

BVNA will provide the services described above using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

FEES

The following table represents the classifications and hourly raw salary rates of the Project Team.

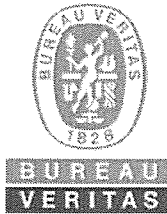
CLASSIFICATION	HOURLY RAW SALARY RATE
Principal	\$75.00
Construction Manager	\$60.00
Senior Inspector	\$45.00
Inspector	\$35.00
Administration / Document Control	\$25.00

"Construction Project Manager" is identified in the preamble of this Agreement and includes its successors and assigns. I. "Construction Project Manager's Fee":

1. Raw Salary: The actual cost of annual base salary (excluding bonuses) divided by 2080 of an employee of Construction Project Manager for each hour during which such employee is actively performing services of benefit to the City and directly related to the Project. Maximum raw salary rates by employee category for the duration of the Agreement are shown in Exhibit "A",
2. Raw Salary Multipliers:
 - 2.70 for field personnel (submitting reports to City directly) times a factor of 1.5 for nonprofessional hours worked by an individual over 40 hrs/wk;
 - 2.70 for field personnel (submitting reports through Engineer) times a factor of 1.5 for nonprofessional overtime hours worked by an individual over 40 hrs/wk;
 - 2.75 for nonprofessional staff located at City offices;
 - 2.85 for professional staff at City offices; and
 - 3.00 for professional and nonprofessional staff located at the Construction Project Manager's offices.

Subcontractor Fees:

The Subcontractor fees will be charged at the same Raw Salary Rate above multiplied by Raw Salary Multiplier plus 8% markup.



City of Houston
Construction Inspection Services

Page 3 of 3
May 7, 2015

We appreciate the opportunity to provide you with the proposal for construction inspection services.
Please call with any questions you may have.

Sincerely,

Van Tran, CBO
Vice President
Bureau Veritas, NA
Facilities Division
214.876.6855
van.tran@us.bureauveritas.com

August 12, 2014



The Right Resources. Right Now.

Subject: Contract Renewal for 11/007JC for Third Party Code Inspection Service for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire November 15, 2014. This contract has (1) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning November 16, 2014.

If you agree to renew this contract, please complete, sign and attach this letter along with current company logo in .jpg format, under the "Response Attachments" section of the Choice Partners eBid System by August 22, 2014 at 2:00 pm.

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Mary Causey at 713-696-8270.

Sincerely,

Les Hooper, Executive Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, CPA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Bureau Veritas North America, Inc.
Authorized Signature:	
Print Name:	Van Tran
Title:	Vice President
Date:	August 14, 2014
Address:	1000 Jupiter Road, Suite 800
City, State, Zip Code:	Plano, Texas 75074
Phone:	214-876-6855
Email Address:	van.tran@us.bureauveritas.com

www.ChoicePartners.org

Toll Free: 877.696.2122

Tel: 713.696.2122

Fax: 713.696.0731
713.696.0732

6005 Westview Dr., Houston, TX 77055

A Service of Harris County
Department of Education

5.0 CONTRACT TERMS AND CONDITIONS

The terms and conditions set forth below, including provisions of all attachments referenced herein, the RFP, and the complete submitted proposal constitute the Contract between HCDE and the awarded Vendor. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control. Proposers shall include a separate document as part of their response containing any required exceptions or deviations from these terms, conditions, and specifications. If accepted by HCDE, in its sole discretion, the document's contents will be incorporated into the final contract.

CONTRACT
between

Harris County Department of Education

and

Vendor: Bureau Veritas North America, Inc.

for

RFP Title: Third Party Code Inspection Service

This Contract is made and entered into by and between Harris County Department of Education ("HCDE"), a local governmental entity, having its principal place of business at 6300 Irvington Boulevard, Houston, Texas 77022 and Vendor Bureau Veritas North America, Inc., having its principal place of business at 1000 Jupiter Road, Suite 800, Plano, TX 75074 ("Vendor").

This Contract consists of the terms and conditions set forth below, including provisions of all attachments referenced herein, Request for Proposal # 11/007JC ("RFP"), and Vendor's complete response to the RFP. Vendor agrees and understands that this Contract may be used by governmental agencies and eligible organizations participating in HCDE's Choice Facility Partners ("CFP") cooperative purchasing program (collectively, "CFP members").

TERMS AND CONDITIONS

1. Contract Terms and Conditions

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's purchase or work order acknowledgments or invoices shall have any force or effect. Further, no amendment to the terms of this Contract shall have any force or effect unless and until first approved in writing by HCDE, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by HCDE's Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees.

2. **Term of Contract; Renewal of Contract**

This Contract is for an initial term of one (1) year. This Contract includes an option to renew annually for a maximum of an additional four (4) one-year terms, if agreed to by HCDE, in its sole discretion, unless otherwise specified in **SECTION 6.0 SCOPE OF PROPOSAL**. Vendor shall honor the administrative fee for any sales resulting from this Contract that occurred within 30 days of the expiration of a term of this Contract.

3. **Termination of Contract**

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual agreement of HCDE and Vendor. In the event of a breach or default of the Contract, both parties reserve the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of Vendor or HCDE and/or CFP members. HCDE further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract. HCDE also reserves the right to terminate the Contract immediately, with written notice to Vendor, if HCDE believes that it is in the best interest of HCDE or CFP members to do so. Vendor agrees, in submitting its proposal in response to the RFP, that HCDE shall not be liable for damages in the event that HCDE declares Vendor to be in default or breach of this Contract. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

4. **Buy America Act**

HCDE and CFP members have a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

5. **Prevailing Wage Rates**

Vendor and any and all subcontractor(s) shall comply with all laws regarding prevailing wage rates including, but not limited to, Texas Government Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this procurement by HCDE. In the event Texas Government Code Chapter 2258 applies to a product or service provided by Vendor to a CFP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the CFP member.

6. **Freight (if applicable)**

All deliveries shall be **Freight Prepaid, F.O.B. Destination, Inside Delivery** and shall be included in all pricing offered unless otherwise clearly stated in writing.

7. **Shipments (if applicable)**

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase

order unless modified in the Special Terms and Conditions. If a product cannot be shipped within that timeframe, Vendor shall notify the CFP member of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. The CFP member may cancel the order if estimated shipping time is not acceptable to the CFP member, in its sole discretion.

8. **Title and Risk of Loss**

Whenever HCDE or a CFP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE or the CFP member's acceptance of the product or payment of the applicable invoice.

9. **Standard of Care**

Vendor represents that the services, findings, recommendations, and/or advice provided to HCDE/CFP and/or CFP members will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professionals in Vendor's profession for use in similar assignments and prepared under similar conditions at the same time and locality. HCDE/CFP acknowledge and agree that Vendor has made no other implied or expressed representation, warranty, or condition with respect to the services, findings, recommendations, or advice to be provided by Vendor pursuant to this Contract.

10. **Criminal History Record Information**

Vendor and all subcontractor(s) shall comply with Texas Government Code Chapter 411, Subchapter F, which requires fingerprints for a criminal history background search when Vendor's employees or subcontractor(s) are working around minors. This requirement should be completed prior to starting any work on a CFP member's property.

11. **Customer Support**

Vendor shall provide timely and accurate technical advice and sales support to HCDE/CFP staff and CFP members. Vendor shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training to HCDE/CFP staff regarding products and/or services supplied by Vendor, at no additional charge, if required by HCDE/CFP.

12. **Tax Exempt Status**

HCDE and all CFP members that are Texas governmental agencies are exempt from payment of state sales taxes under Texas Tax Code § 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CFP members in states other than Texas with regard to these purchases.

13. **Other State Tax Requirements**

- (a) Payment of taxes by the CFP member - The CFP member will pay only the rate and/or amount of taxes identified in Vendor's response to the RFP and in any resulting Contract as appropriate to the specific CFP member.

- (b) State and Local Transaction Privilege Taxes - The CFP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the responsibility of Vendor, as the seller, to remit. Failure to remit taxes from the CFO member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.
- (c) Knowing and complying with the tax laws in other states is the responsibility of Vendor.

14. **State of Texas Franchise Tax**

By signature hereon, Vendor hereby certifies that it/he/she is not currently delinquent in payment of any franchise taxes or other taxes owed to the State of Texas.

15. **Tax Responsibilities of Vendor and Indemnification for Taxes**

Vendor and all subcontractor(s) shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Vendor. Vendor shall require all subcontractor(s) to hold HCDE/CFP and the CFP member harmless from any responsibility for taxes damages and interest. If applicable, contributions required under federal, state and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, shall be the sole responsibility of Vendor.

16. **IRS W-9**

In order to receive payment under any resulting purchase or work order, Vendor shall have a current I.R.S. W-9 Form on file with the CFP member.

17. **No Assignment of Contract**

Neither party may assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of the other party. Any attempted assignment of this Contract by Vendor shall be null and void. Any purchase or work order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE and, if applicable, the CFP member.

18. **Notification of Material Change**

Payment may only be made to the awarded Vendor. Vendor is required to notify HCDE/CFP when any material change in operations occurs, including but not limited to changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) working days of such change.

19. **Performance**

Vendor agrees to use its best efforts to provide the product(s) and/or service(s) mutually agreed upon under this Contract.

20. Subcontractors

In the event Vendor uses a subcontractor, Vendor shall be fully responsible to HCDE and CFP members for all acts and omissions of such subcontractor just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE and any such subcontractor, nor shall it create any obligation on the part of HCDE or CFP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

21. Permits, License, and Certificate(s) of Authority

Vendor shall procure and maintain all necessary certifications, permits, and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments under which this Contract will be performed.

22. Disclosures and Conflict of Interest

Vendor affirms that it/he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Contract. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with HCDE or with CFP members. Vendor affirms and certifies that its bid or proposal has been arrived at independently and is submitted without collusion or discussion with anyone to obtain information, coordinate pricing or product offerings, or gain any favoritism that would in any way limit competition or give an unfair advantage over other proposers in the award of this contract. HCDE is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any entity that does business with HCDE must complete a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. Vendor must comply with the conflict of interest procedures detailed in Texas Local Government Code Chapter 176. See Attachment #2 to the RFP.

23. Non-Appropriation.

This Contract and all purchase or work orders resulting from this Contract, for the acquisition, including lease, of real or personal property is a commitment of the CFP member's current revenue only. Renewal of this Contract and any purchase or work orders resulting from this Contract will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. HCDE Board of Trustees and the CFP member reserve the right to rescind the Contract and/or any purchase or work orders at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract and/or purchase or work order.

24. Ordering Procedures

Purchase orders are issued by CFP members to Vendor according to this Contract and the contract between HCDE and the CFP member. CFP members must send purchase orders to CFP, unless otherwise stipulated by HCDE/CFP. CFP will review and forward

purchase orders to Vendor within one (1) business day. HCDE/CFP may request confirmation of receipt of the purchase order from Vendor. HCDE/CFP also may elect to require e-commerce functionality, in which purchase orders are sent directly to Vendor and reported to HCDE/CFP on a specified basis. The e-commerce approach must be approved by HCDE prior to the start date of this Contract.

25. Invoices

Vendor shall submit invoices, in duplicate, directly to the CFP member. Each invoice shall include the CFP member's purchase order number and CFP Contract Number. The shipment tracking number or pertinent information for verification of the CFP member's receipt shall be made available upon request.

26. Reporting

Vendor shall electronically provide HCDE/CFP with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month, if the Contract is set up as a reporting contract in the format and with the information specified by HCDE/CFP. Reports shall be submitted to CFP at 6005 Westview, Houston, Texas 77055, or electronically to joann@choicefacilitypartners.org. Reports are due on the fifteenth (15) day after the close of the previous month and shall provide information regarding purchases made during the previous month. It is the responsibility of Vendor to collect and compile all sales under this Contract from all CFP members and submit one (1) consolidated monthly report. The monthly report shall include, at a minimum, the date of each purchase, purchase order number, CFP member name, city/town, and sales total. Reports are to be sent to HCDE/CFP via fax, mail or email.

27. Payments

The CFP member will make payments directly to Vendor. The CFP member placing the order with Vendor shall alone be liable and/or responsible for payment for products and/or services ordered and will be invoiced directly by Vendor. Neither HCDE nor its other CFP members shall be liable for the indebtedness of any one CFP member. If Vendor does not specify payment terms, payments should be made within thirty (30) days after receipt of invoice or delivery of goods, whichever is later.

28. Pricing

All prices shall be firm for the Term of this Contract. Pricing may be negotiated during the contract renewal period. Vendor agrees to promptly lower the proportionate price of any product purchased through CFP following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CFP shall include the administrative fee to be remitted to HCDE/CFP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CFP. All price changes shall be presented to HCDE for acceptance, using the same format as was accepted in Vendor's original proposal.

29. Administrative Fees

HCDE/CFP will invoice Vendor, on a monthly basis, for an administrative participation fee as stated in **SECTION 6.0 SCOPE OF PROPOSAL**. The invoice will be based on

total sales made through this Contract. Vendor shall remit payment to HCDE/CFP at net thirty (30) day terms. Failure to pay administrative fees in a timely manner may result in this Contract being in default and could result in the Contract being suspended or terminated.

30. Right to Audit

HCDE, upon written notice, shall have the right to audit all documents relating to this Contract and all purchase or work orders resulting from this Contract. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to HCDE in connection with Vendor's work for HCDE and CFP members and shall be open to inspection and subject to audit and-or reproduction by HCDE's agents or authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- (a) Vendor's compliance with Contract requirements,
- (b) compliance with HCDE procurement policies and procedures,
- (c) compliance with provisions for computing billings to HCDE and to CFP members, and
- (d) any other matters related to this Contract.

31. Indemnity

Vendor shall protect, indemnify, and hold harmless HCDE and each CFP member with whom Vendor contracts and HCDE and CFP members' respective Trustees, administrators, employees, and agents against all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of, relating to, resulting from, or caused by the acts or omissions of Vendor, Vendor's employees, agents, or subcontractors. The total aggregate liability of Vendor shall not exceed \$50,000 or the total contract amount(s) hereunder, whichever is greater, for negligent professional acts or errors or omissions.

32. Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract between HCDE and Vendor may be brought exclusively in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute involving HCDE, its Trustees, administrators, representatives, employees or agents shall have sole venue in Harris County, Texas. Any dispute not involving HCDE but involving a CFP member shall be in the city, county, and state of the CFP member.

33. Multiple Contract Awards (if applicable); Non-Exclusivity

HCDE/CFP reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the discretion of HCDE/CFP. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE and/or CFP members. During the Term of this Contract, HCDE/CFP reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

34. New Products

New products that meet the specifications detailed in the RFP may be added to this Contract, if agreed to by HCDE/CFP in writing. Pricing of any new products shall be equivalent to the percentage discount of other products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar degree or to a greater degree; and the products meet the requirements of the RFP. No products may be added to avoid competitive procurement procedures. HCDE/CFP may reject any proposed additions in its sole discretion.

35. No Substitution

Any purchase order issued as a result of this Contract will conform to the specifications and descriptions identified in this Contract and the RFP. Unless otherwise specified, Vendor shall not deliver substitutes without prior written authorization from HCDE/CFP.

36. Promotion of Contract (Marketing Plan)

Vendor shall provide to CFP a marketing plan for promoting this Contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to CFP members. Encouraging CFP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CFP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CFP and obtain written approval before Vendor finalizes promotional material bearing the CFP name or seal. Vendor may not release any press release or other publication regarding this Contract unless and until HCDE/CFP first approves the press release or publication in writing.

37. Website Support

Vendor agrees to cooperate with HCDE/CFP in publicizing Contract particulars on the CFP website. Vendor also agrees to work with HCDE/CFP in updating and maintaining current information on Vendor activities related to the Contract on the site. Vendor will provide an electronic version of its logo for use on the website upon request and provide other information as reasonably requested by HCDE/CFP to help ensure that the CFP website is current and consistently updated.

38. Environmental Initiatives

HCDE/CFP is committed to reducing waste and promoting energy conservation. Toward that end, Vendor is encouraged to provide its company's environmental policy and green initiative.

39. Safety

Vendor and its subcontractor(s) and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and

regulations in the performance of services, including but not limited to those promulgated by HCDE, CFP members, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern.

40. Supplemental Agreements

A CFP member and Vendor may enter into a separate, supplemental agreement to further define the level of service requirements over and above the minimum defined in this Contract and the RFP, such as invoice requirements, ordering requirements, on-campus service, specialized delivery, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the CFP member and Vendor and shall have no effect or impact to any other CFP member or this Contract. Any supplemental agreements of these types shall not have any impact or effect on the pricing or any other term of this Contract. Any supplemental agreement between Vendor and an individual CFP member is exclusively between that specific CFP member and Vendor and will be subject to immediate cancellation by the CFP member (without penalty to the CFP member) if, in the opinion of the CFP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

41. Certificates of Insurance

Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the CFP member prior to commencement of work. The insurance company shall be licensed in the State of Texas and shall be acceptable to the CFP member. Vendor shall give the CFP member a minimum of ten (10) days notice prior to any modifications or cancellation of policies of insurance. Vendor shall require any subcontractor(s) performing any work to maintain coverage as specified.

42. Miscellaneous

Vendor acknowledges and agrees that continued participation in the CFP cooperative purchasing program is subject to HCDE's sole discretion and that Vendor may be removed from the participation in the CFP program at any time with or without cause. All work resulting from this Contract must cease after completion of the final accepted purchase order. Nothing in this Contract or in any other communication between HCDE and Vendor may be construed as a guarantee that CFP members will submit any purchase orders at any time. HCDE reserves the right to request additional proposals for items already on contract at any time.

43. No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor be an independent contractor and not an employee, agent, joint venture, or partner of HCDE. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Vendor or any employee, agent, or subcontractor of Vendor. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE, and HCDE has no power or authority to assume or

create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product.

44. Equal Opportunity

It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment herein specified, building upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

45. Force Majeure

Neither HCDE, any CFP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CFP member, or Vendor's control.

46. Severability

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

47. Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

48. Entire Agreement

The Contract, including any and all exhibits attached hereto, the RFP, and Vendor's submitted response to the RFP is the entire agreement of the parties and supersedes any prior or contemporaneous representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof. No

waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto. This Contract supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

49. Notices

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this contract. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

50. Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

51. Conflicts; Compliance

The terms and conditions of the RFP and Vendor's written submission in response to the RFP are hereby incorporated by reference into this Contract. To the extent that any provision of this Contract are in conflict with the terms and conditions of the RFP or Vendor's submission, the terms and conditions of this Contract shall control over any conflicting term in the RFP or Vendor's submission. To the extent that the terms and conditions of the RFP conflict with any portion of Vendor's submission, the terms and conditions of the RFP shall control over any conflicting term in Vendor's submission.

52. Non-Solicitation/Hiring of Employees

To promote an optimum working relationship, both parties agree in good faith not to directly or indirectly employ or otherwise engage any employee of the other party or any person employed by the other party during the term of the Contract without the written consent of the other party. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Contract.

The undersigned proposer hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the above terms and conditions specified in this request.

Company name Bureau Veritas North America, Inc.

Address 1000 Jupiter Road, Suite 800

City/State/Zip Plano, TX 75074

Telephone No. _____

800.906.7199
Fax No. 800.910.8284
E-mail address codes.info@us.bureauveritas.com
Authorized signature [Signature]
Printed name Van Tran
Position with company Vice President
Sales Representative David Stephens
Email Address dave.stephens@us.bureauveritas.com
Web site URL www.us.bureauveritas.com

Accepted by HCDE

Term of Contract 11/16/10 to 11/15/11

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by HCDE/CFP and the awarded Vendor. Vendor shall honor all participation fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

HCDE Authorized Signature

11/22/10
Date

Print Name Jesus Amezcua, Assistant Superintendent of Businss Services

Approved by Harris County Department of Education

Job Contract No. 11/007JC-02